

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

JOHN HANCOCK LIFE INSURANCE
COMPANY, JOHN HANCOCK
VARIABLE LIFE INSURANCE
COMPANY and MANULIFE
INSURANCE COMPANY (f/k/a
INVESTORS PARTNER INSURANCE
COMPANY),

Plaintiffs,

v.

ABBOTT LABORATORIES,

Defendant.

MAGISTRATE JUDGE Dein

CIVIL ACTION NO.

RECEIPT # 64709
AMOUNT \$ 250
SUMMONS ISSUED YES
LOCAL RULE 4.1
WAIVER FORM
MCF ISSUED
BY DPTY. CLK. HOW
DATE 6/3/05

**PLAINTIFFS' MOTION TO
IMPOUND CONFIDENTIAL INFORMATION**

Plaintiffs John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company and ManuLife Insurance Company (collectively, "John Hancock" or the "Plaintiffs") hereby move, pursuant to Local Rule 7.2, that the Court impound the Complaint in this action until further order of the Court.

Grounds are this motion are that:

1. This action arises out of a written agreement, dated as of March 13, 2001 (the "Agreement"), between John Hancock and defendant Abbott Laboratories ("Abbott"). The Agreement is, by its terms, confidential. Neither the Agreement nor any of its terms and conditions generally may be disclosed without the prior consent of the non-disclosing party.

2. The Agreement also forms the basis for John Hancock's claims in the related action captioned John Hancock Life Insurance Company, et al. v. Abbott Laboratories, Civil Action No. 03-12501-DPW (the "Existing Action"). A copy of the Agreement previously was designated "Confidential" and impounded, in its entirety, in the Existing Action pursuant to the Stipulated Protective Order entered by the Court in that case on May 12, 2004.

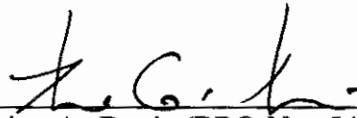
3. John Hancock's Complaint in this new action necessarily references and quotes from relevant provisions of the confidential Agreement. In accordance with the terms of the Agreement, John Hancock has sought Abbott's consent to file its Complaint in open court. Abbott has refused to give its consent.

WHEREFORE, John Hancock respectfully requests that its Complaint in this action be impounded until further Order of the Court. Upon termination of the impoundment period, John Hancock will retrieve and take custody of the Complaint.

Respectfully Submitted,

JOHN HANCOCK LIFE INSURANCE
COMPANY, JOHN HANCOCK VARIABLE
LIFE INSURANCE COMPANY AND
MANULIFE INSURANCE COMPANY

By their attorneys,




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Date: June 3, 2005

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1(A)(2)

The undersigned hereby certifies that counsel for John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company and ManuLife Insurance Company, has conferred with Abbott Laboratories' counsel, and that Abbott Laboratories consents to the impoundment of the document referenced in the foregoing motion.



Brian A. Davis

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